

**PARKER, HUDSON, RAINER & DOBBS**

ATTORNEYS AT LAW

1200 CARNEGIE BUILDING

133 CARNEGIE WAY

ATLANTA, GEORGIA 30303

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THE PERKINS HOUSE

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118 NORTH GADSDEN STREET

ALLAHASSEE FLORIDA 32301

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RECORDATION NO. 16640

FILED 1423

DEC 6 1989 -12 05 PM

INTERSTATE COMMERCE COMMISSION

December 1, 1989

**VIA FEDERAL EXPRESS**

Interstate Commerce Commission  
Office of the Secretary  
Application and Fees Unit  
12th Street and Constitution Avenue, N.W.  
Room 2303  
Washington, D.C. 20423  
Attention: Ms. Mildred Lee

Re: AmSave Credit Corporation -- Hargis Leasing, Inc.

Dear Ms. Lee:

Our firm represents AmSave Credit Corporation ("AmSave"), a New York corporation, which has made available to Hargis Leasing, Inc. ("Hargis Leasing") certain financial accommodations. In connection with the financial transactions between Hargis Leasing and AmSave, we have enclosed herewith for filing and recording pursuant to 11303 of Title 49 of the U.S. Code one (1) original and one certified, true copy of a primary document (not previously recorded) entitled Financing and Security Agreement dated November 22, 1989 between Hargis Leasing, Inc. and AmSave Credit Corporation (the "Financing Agreement").

Pursuant to the Financing Agreement, Hargis Leasing has granted to AmSave a lien upon and security interest in all of the following:

- (a) the following thirty-one 14,000 gallon kaolin slurry tank cars:

HARX1045	HARX1061
HARX1046	HARX1062
HARX1047	HARX1063
HARX1048	HARX1064
HARX1049	HARX1065
HARX1050	HARX1066
HARX1051	HARX1067
HARX1052	HARX1068
HARX1053	HARX1069
HARX1054	HARX1070
HARX1055	HARX1071
HARX1056	HARX1072
HARX1057	HARX1073
HARX1058	HARX1074
HARX1059	HARX1075
HARX1060	

and all railroad tank cars hereafter acquired by Hargis Leasing, and all parts, accessories and special tools thereto (collectively, the "Tank Cars");

- (b) All of Hargis Leasing's accounts, contract rights, instruments, documents, chattel paper, general intangibles and all other obligations owing to Hargis Leasing resulting from the sale, leasing or other disposition of the Tank Cars, including, without limitation, every Rail Car Leasing Agreement and similar agreements pursuant to which Hargis Leasing leases, as lessor, the Tank Cars to lessees, whether now existing or hereafter entered into, and any and all amendments, modifications, supplements, riders, renewals and extensions thereto.

The name and address of the parties to the Financing Agreement are as follows:

Hargis Leasing, Inc.  
200 Tremon Street  
Gordon, Georgia 31031

AmSave Credit Corporation  
1165 Northchase Parkway  
Suite 165  
Marietta, Georgia 30067

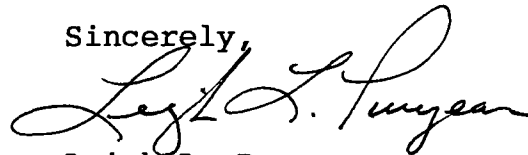
We ask that a short summary of the Financing Agreement appear in the ICC index as follows:

Interstate Commerce Commission  
December 1, 1989  
Page 3

a security interest in the 31 tank cars bearing numbers, HARX1045 through HARX1075 and all railroad tank cars hereafter acquired by Hargis Leasing, Inc. and all parts, accessories and special tools thereto and all accounts, instruments, chattel paper and general intangibles resulting from the sale, leasing or other disposition of such tank cars.

Enclosed is a check in the amount of \$15.00 in payment of the filing fees. Once the filing has been made, please return to the undersigned the Financing Agreement, together with the fee receipt, the letter from ICC acknowledging the filing and the two extra copies of this transmittal letter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Leigh L. Puryear".

Leigh L. Puryear  
Attorney for AmSave Credit  
Corporation

LLP/mjg  
Enclosures  
cc: Mr. Harold Combs  
3703L

FINANCING AND SECURITY AGREEMENT

AmSave Credit Corporation  
Suite 165  
1165 Northchase Parkway  
Marietta, Georgia 30067

16640  
RECORDATION NO. \_\_\_\_\_ FILED 11/25  
DEC 6 1989 -12 05 PM  
INTERSTATE COMMERCE COMMISSION

Gentlemen:

The following Agreement, effective as of the date of acceptance by you, states the terms and conditions under which you will make loans to us.

1. As security for Obligations (as defined in Paragraph 7 hereof) at any time owing by us to you or any of your Affiliates (as herein defined), we hereby assign to you and grant to you a security interest in all of the following property of ours whether now existing or hereafter acquired or arising or in which we now have or may hereafter acquire any rights: (i) the Receivables (as hereafter defined) and (ii) the Inventory (as hereafter defined). The term "Receivables" means and includes all accounts, contract rights, instruments, documents, chattel paper, general intangibles and all other forms of obligations owing to us resulting from the sale, leasing, or other disposition of the Tank Cars, including without limitation, all of our right, title and interest in and to the Leases (as all hereafter defined), cash and non-cash proceeds of any of the foregoing, all guaranties and other security therefor and the books and records relating to any of the foregoing. The term "Leases" shall mean each and every Rail Car Leasing Agreement and similar leasing or rental agreement pursuant to which we lease, as lessor, the Tank Cars (as hereafter defined) to lessees, whether now existing or hereafter entered into, and any and all amendments, modifications, supplements, riders, renewals or extensions thereto. The term "Inventory" means and includes the Tank Cars, and all contract rights with respect thereto and all documents of title representing the same, and all cash and non-cash proceeds of any of the foregoing, including all insurance proceeds. The term "Tank Cars" shall mean the railroad tank cars described on Exhibit "A" attached hereto and all railroad tank cars hereafter acquired by us, and all parts, accessories and special tools thereto and substitutions and replacements therefor.

2. As requested by us, you will lend to us at your discretion up to \$40,000 per Eligible Car (as hereafter defined) (the "Loans"), and you will credit the amount thereof to our account; provided, however, that any Loan made pursuant hereto after the initial Loan shall be in a minimum amount of \$400,000. The term "Eligible Car" shall mean a Tank Car in which you have a perfected first-priority security interest, which is subject to a valid and binding Lease in form and substance satisfactory to you

and in which you have a perfected first priority security interest, and which is otherwise deemed acceptable by you. Except at your discretion, the aggregate principal amount of the Loans at any time outstanding hereunder shall not exceed \$2,000,000.

3. Upon or after the occurrence of any event of default as set forth in paragraph 11 hereof, you and your designee may notify customers or account debtors at any time that Receivables have been assigned to you or of your security interest therein, collect them directly and charge the collection costs and expenses to our account but, unless and until you give us other instructions, we shall collect all Receivables for you, receive in trust all payments thereon as your trustee and immediately deliver them to you in their original form.

4. Interest upon the daily balance of all Obligations shall be charged to us at a rate per annum (computed on the basis of a 360-day for actual days elapsed) which is two percent (2.0%) in excess of the prime rate of interest from time to time announced by Manufacturers Hanover Trust Company (the "Prime Rate") and shall be payable on the last day of each month. On the date hereof the Prime Rate is ten and one-half percent (10.5%), and therefore the rate of interest in effect under this Agreement is twelve and one-half percent (12.5%). If the Prime Rate changes after the effective date of this Agreement, then the adjustment, if any, in the rate of interest charged to us shall be made on the first day of each month based on the Prime Rate in effect on the last day of the preceding month. You will account monthly and each monthly accounting will be fully binding on us unless we give you written notice of exceptions within thirty (30) days after the mailing of each accounting. The amount of your charges shall be included in each monthly accounting. If Manufacturers Hanover Trust Company shall abolish or abandon the practice of announcing the Prime Rate or should the same be unascertainable, then the Prime Rate shall be the per annum rate of interest publicly announced by Citibank, N.A. as its prime or base rate of interest. In no contingency or event whatsoever, whether by reason of advancement of the proceeds hereof or otherwise, shall the amount paid or agreed to be paid to you for the use, forbearance or detention of money advanced hereunder exceed the highest lawful rate permissible under any law which a court of competent jurisdiction may deem applicable hereto. In the event that such a court determines that you have charged or received interest hereunder in excess of the highest applicable rate, such rate shall automatically be reduced to the maximum rate permitted by applicable law and you shall promptly refund to us any interest received by you in excess of the maximum lawful rate or, if so requested by us, shall apply such excess to the principal balance of the Obligations. It is the intent hereof that we not pay or contract to pay, and that you not receive or contract to receive, directly or indirectly in any manner whatsoever, interest

in excess of that which may be paid by us under applicable law. The becoming due of any amount required to be paid under this Agreement (as defined in Paragraph 6 hereof) as interest shall be deemed irrevocably to be a request by us for an advance under this Agreement on the due date and in the amount required to pay such interest. Upon and after the occurrence of an event of default in consequence of which you have accelerated the payment of the Obligations, the principal amount of the Obligations shall bear interest, calculated daily (computed on the actual number of days elapsed over a year of 360 days), at a fluctuating rate per annum equal to five percent (5.0%) above the Prime Rate.

5. We shall, at our own expense, perform all acts and execute all documents requested by you to evidence, perfect, maintain and enforce your security interest and due priority thereof in the collateral, including, without limitation:

- (i) executing and filing financing or continuation statements, or amendments thereof, in form and substance satisfactory to you;

- (ii) executing and delivering to you collateral agreements in form and substance satisfactory to you with respect to any or all of the Leases;

- (iii) delivering the originals of all Leases to you, and until such delivery, maintaining possession and control of the Leases, each conspicuously marked to indicate that we have granted a security interest therein to you;

- (iv) filing for record with the U.S. Interstate Commerce Commission (the "ICC") duplicate originals or certified copies of the Leases, this Agreement or such collateral assignments of the Leases; and

- (v) filing such documents with the appropriate state agencies as may be required by applicable state law in order to evidence or perfect our interest under the Leases or your security interest in the Tank Cars or the Leases.

6. We represent, warrant, covenant and agree that:

- (a) Each Receivable owned by us will be owned by us free and clear of any liens, security interests, claims or encumbrances of any kind and will cover a bona fide sale and delivery of Inventory, or the leasing of Inventory by us to customers in the ordinary course of business, and your security interest therein will not be subject to any offset, deduction, counterclaim, lien or other adverse condition; to the best of our knowledge, each account debtor is solvent and financially able to pay in full its

Receivables as due and payable; if we become aware of anything materially detrimental to the credit of any material account debtor, we will promptly advise you thereof, and will immediately upon obtaining knowledge thereof report to you any other matter adversely affecting the value, enforceability or collectibility of Receivables; we will notify you promptly of all disputes with and claims by account debtors in excess of One Thousand and No/100 Dollars (\$1,000.00) and promptly settle or adjust them within a reasonable time at our own cost and expense; and, after the occurrence of an event of default hereunder and during the continuation thereof, you may, at your option, settle, adjust or compromise disputes and claims relating to Receivables directly with account debtors for amounts and upon terms which you consider advisable.

(b) All Inventory will be owned by us free of all liens, security interests, claims and encumbrances of any kind; all Inventory is kept and shall be kept by Borrower at its places of business specified on Exhibit "B" attached hereto, other than Tank Cars on lease to customers under Leases; we shall not (without your prior written approval) remove the Inventory therefrom without prior notice and consent by you, except for sale, lease or transfer from one such location to another in the ordinary course of business; and we will at all times and at our own expense keep the Inventory insured against loss or damage by fire, theft, extended coverage and such other hazards as you may specify, in such amounts and with companies and under such policies and in such form as shall be acceptable to you, and the policies shall be endorsed in your favor so that any loss thereunder shall be payable to you as your interest may appear and such policies shall be deposited with you; if we fail to obtain such insurance, you shall have the right to do so and charge the cost to our account.

(c) Attached hereto as Exhibit "A" is true, complete and correct list of the Tank Cars owned by us as of the date of this Agreement including, without limitation, the serial number of each such Tank Car; we shall keep and maintain the Tank Cars in first-class order and repair (normal wear and tear excepted) and in marketable condition at our cost and expense and shall make or cause to be made all necessary repairs thereto so that the value and marketability thereof shall at all times be maintained and preserved.

(d) Attached hereto as Exhibit "C" is a true, complete and correct list of all Leases to which we are a party as of the date of this Agreement including, without limitation, the names of each account debtor with respect thereto, the serial numbers of each Tank Car subject thereto, the commencement date and term of the Lease and the monthly and gross rentals provided for therein, and such other information as you shall request; we will not amend

or modify such Leases in any material respect or permit the assignment or subletting thereof by any account debtor without your prior written consent; we will not change in any material respect the terms of the Leases hereafter offered to our account debtors from those presently offered without your prior written consent in each case; we will fulfill, perform and observe each and every material covenant or obligation on our part to be performed under the Leases; and we will indemnify and hold you harmless from any liability, claim, loss or damage which you may incur as a result of our failure to do so.

7. The term "Obligations" (as used in this Agreement) means and includes all loans, advances, debts, liabilities, obligations, guarantees, covenants and duties owing by us to you or any of your Affiliates of every kind and description (whether or not evidenced by any note or other instrument and whether or not for the payment of money), direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including, without limitation, any debt, liability or obligation owing from us to others which you or any of your Affiliates may have obtained by assignment or otherwise, and further including, without limitation, all interest, fees, charges or any other payments we are required to make by law or otherwise arising under or as a result of this Agreement, expenses and attorneys' fees chargeable to our account, or incurred by you or any of your Affiliates in connection with our account whether provided for herein or in any other agreement between us. At the request of any of your Affiliates, you may pay over to it amounts of all Obligations owing to such Affiliate and any such payment shall be deemed an additional advance hereunder. As used herein, an "Affiliate" of a party to this Agreement shall mean and entity which controls, is controlled by or is under common control with such party. You may charge all filing, recording and search fees and taxes to our account, and we shall thereupon pay them.

8. During the term of this Agreement, we shall not sell, assign or grant any security interest in the Receivables to anyone other than you, nor shall we encumber, pledge or grant a security interest in any of the Inventory to anyone other than you. We shall place notations upon our books of account to disclose the assignment of the Receivables to you and your security interest therein and shall maintain in your favor a valid first security interest in the Receivables and all other security held by or for you. We waive presentment and protest of any instrument and notice thereof, notice of default and all other notices to which we might otherwise be entitled. You may, at all times, have access to, inspect, audit and make extracts from all of our records, files and books of account, and you may, at any time after default by us hereunder, remove from our premises all of them pertaining to the Receivables and/or Inventory. We shall furnish you upon your



request with statements showing our financial condition and the results of our operations and you may obtain such information directly from our accountants. We shall deliver to you within ninety (90) days after the end of our fiscal year, our year-end financial statement prepared by an independent Certified Public Accountant in a form acceptable to you. We will notify you of all transactions between ourselves and any of our Affiliates. We appoint you or any other person whom you may designate as our attorney, with power: to endorse our name on any checks, notes, acceptances, money orders, drafts or other forms of payment or security that may come into our possession; to sign our name on any invoice or bill of lading relating to any Receivables, on drafts against customers, on schedules and assignments of Receivables, financing statements and other public notices, on verifications of Receivables and on notices to account debtors; after default by us to notify the post office authorities to change the address for delivery of our mail to an address designated by you; after default by us to receive, open and distribute all mail addressed to us, retaining all mail relating to Receivables and forward all other mail to us; to send requests for verification of Receivables and to do all things necessary to carry out this Agreement. We ratify and approve all acts of the attorney. Neither you nor the attorney will be liable for any acts or omissions nor for any error of judgment or mistake of fact or law. This power, being coupled with an interest is irrevocable so long as any Receivables in which you have a security interest remain unpaid or until the Obligations have been fully satisfied. We will furnish you with proof of our payments or deposits of F.I.C.A. and withholding taxes required to be made by us by applicable law, within five (5) days after the due date for each such payment or deposit. If we fail to make any such payment or deposit or furnish such proof, you may, in your sole discretion, but you are not obligated to, without notice to us: (a) make payment of the same or any part thereof, or (b) set up and maintain such reserves in our account as you deem necessary to satisfy the liability therefor. Amounts so deposited or paid by you shall constitute loans by you to us hereunder. Your so doing on one occasion shall not constitute an agreement to do so on any other occasion nor shall it constitute a waiver of any default by us. You may file financing statements disclosing your security interest without our signature appearing thereon.

9. We represent, warrant and covenant at all times during the term of this Agreement that: (a) we are a corporation duly organized and validly existing and in good standing under the laws of the State of our incorporation and we are and will continue to be qualified and licensed in all jurisdictions in which the nature of our business makes such qualification or licensing necessary; (b) we have used only the name Hargis Leasing, Inc. in the past seven years and no other name or tradestyle; (c) we will give you ten (10) days' prior written notice before changing our name or

utilizing any other name, trade name or tradestyle; (d) our chief executive office is and will continue to be located at the address set forth at the foot of this Agreement (our "Chief Executive Office") and we will give you at least ten (10) days' prior written notice in the event we change the location of our Chief Executive Office; and (e) we have duly complied with, and our properties and business operations are in compliance in all material respects with, the provisions of all federal, state and local laws, rules and regulations applicable to us, our properties and the conduct of our business, including without limitation, the rules and regulations of the ICC and the Georgia Public Service Commission, the Federal Occupation Safety and Health Act, as amended and all rules and regulations promulgated thereunder, and all other federal, state and local laws, rules, regulations, ordinances, orders, programs, and permits relating to health, safety and environmental matters, and we shall cure or correct any further violations of the foregoing within the cure period provided therefor; and (f) without your prior written consent, we will not: (i) redeem, retire, purchase or otherwise acquire directly or indirectly any of our own capital stock; (ii) make any payment of monies or goods to any of our officers, directors, stockholders or Affiliates (except for compensation for personal services rendered) or make any loan, advance or contribution to any of the same or to any other third party; (iii) pay or declare any dividend of any kind upon our capital stock; (iv) increase the aggregate of the salaries and any employee benefits for our employees by more than ten percent (10%) per annum in any calendar year; or (v) guarantee or otherwise become in any way liable with respect to the obligations of any entity except by endorsement of instruments or items of payment for deposit to our general account or which are transmitted or turned over to you on account of our Obligations to you.

10. This Agreement shall have a term of one hundred twenty days. We agree to immediately notify you of the commencement of any action (either civil or criminal) or the issuance of any indictment under Chapter 96 of Title 18 of the United States Code (Racketeer Influenced and Corrupt Organizations), 18 U.S.C.A. §§ 1961, et. seq. ("RICO"), and thereupon you may, in your sole discretion, mail us a registered or certified letter notifying us that you have elected to terminate this Agreement, which termination shall be effective on the thirtieth (30th) day after your mailing of such letter. Notwithstanding the foregoing, should an event of default occur hereunder (and such default is not cured during any applicable period of cure or grace), you may terminate this Agreement at any time without notice. Upon the effective date of termination, all Obligations whether or not incurred under this Agreement or any supplement hereto or otherwise shall become immediately due and payable without notice or demand.

Notwithstanding termination, until all Obligations have been fully satisfied, you shall retain your security interest in the existing Receivables and Inventory and those arising thereafter, and we shall continue to assign Receivables to you and turn over all proceeds to you.

11. The occurrence of any one or more of the following events or conditions shall constitute an event of default hereunder and shall entitle you to exercise the remedies herein set forth: (a) failing to make payment of any of the Obligations when required by us; or (b) failing to pay any F.I.C.A., withholding or other taxes when due; or (c) failing to make any remittance (or payment) required by this Agreement; or (d) committing any breach of any other covenants or warranties under this Agreement, or any present or future supplement hereto, or any other agreement between us (after giving effect to any applicable period of grace); (e) making any representation, warranty or statement or fact to you at any time which is false or misleading in any material respect when made; or (f) permitting a default in any agreement to which we are a party with third parties so as to result in any acceleration of the maturity of our indebtedness to others, whether under any indenture, agreement or otherwise which is not cured to your satisfaction within ten (10) days of the sooner to occur of our receipt of notice of such breach from you or the date on which such failure or neglect becomes known to any of our officers or directors; or (g) our making any payment on account of indebtedness subordinated to our Obligations to you; or (h) an attachment or levy be made upon any of our assets; or (i) our becoming or unable to meet our debts as they mature, or fail, suspend or go out of business or make a general assignment or any petition under the Bankruptcy Code or any insolvency or reorganization proceeding be commenced by or against us, or if a Federal, State or any other tax lien be filed against us; or (j) any guarantor of the Obligations shall revoke or attempt to revoke the guaranty signed by such guarantor or a guarantor shall repudiate such guarantor's liability thereunder or be in default under the terms thereof; or (k) any rendition of a judgment against us which is not satisfied immediately or bonded on appeal or fully insured against; or (l) we plead guilty or are found guilty, or are adjudged liable in a civil action, under RICO. Upon the occurrence of an event of default or upon termination of this Agreement, we will repay without further demand all Obligations then owing to you, whether then due or not, and in addition thereto, all expenses incurred, including all collection expenses and a reasonable allowance for attorneys' fees to obtain or enforce payment of the Obligations and the Receivables and in the prosecution or defense of any action either against you or against the undersigned concerning any matter growing out of or connected with the Obligations, this Agreement or any amendment or supplement hereto. You shall have in addition to all other rights provided herein, the rights and remedies of a

secured party under the Uniform Commercial Code, and further, you may, at any time or times, after default by us, sell and deliver any or all Receivables or Inventory and any or all other security and collateral held by or for you at public or private sale, for cash, upon credit or otherwise, at such prices and upon such terms as you, in your sole discretion, deem advisable. The requirement of reasonable notice shall be met if such notice is mailed postage prepaid to us at our address set forth below at least seven (7) days before the time of the event of which notice is being given. You may be the purchaser at any sale, if it is public, free from any right of redemption, which we also waive. The proceeds of sale shall be applied first to all cost and expenses of sale, including attorneys' fees and second to the payment (in whatever order you elect) of all Obligations. You will return any excess to us and we shall remain liable to you for any deficiency. Failure by you to exercise any right, remedy or option under this Agreement or present or future supplement hereto or any other agreement between us or delay by you in exercising the same will not operate as a waiver; no waiver by you will be effective unless it is in writing and then only to the extent specifically stated. Your rights and remedies under this Agreement will be cumulative and not exclusive or any other right or remedy which you may have. We hereby irrevocably consent to the jurisdiction of the courts of the State wherein this Agreement is accepted by you and to any Federal court located in such jurisdiction in connection with any action or proceeding arising out of or relating to this Agreement, the Obligations, the Receivables, the Inventory or any other property of ours in which you now or hereafter have a security interest. In any such litigation, we waive personal service of any summons, complaint or other process and agree that service thereof may be made by certified or registered mail, directed to us at our address set forth below. Within thirty (30) days after such mailing, we shall appear and answer to such summons, complaint or other process, failing which we shall be deemed in default and judgment may be entered against us by you for the amount of the claim and other relief requested therein.

12. This Agreement cannot be changed or terminated orally. All of the terms, conditions, promises, covenants and warranties of this Agreement shall inure to the benefit of and shall bind the representatives, successors and assigns of each of us. This Agreement is made and accepted by you, and it and all transactions hereunder shall be governed by and interpreted in accordance with the laws of the State wherein this Agreement is accepted by you.

13. We shall pay to you a closing fee of \$5,000.00, which shall be deemed fully earned and nonrefundable at the closing of the transactions contemplated hereby and shall be paid concurrently with the initial loan made hereunder. Such fee shall compensate you for the costs associated with the origination, structuring,

processing, approving and closing of the transactions contemplated by this Agreement, including, but not limited to, administrative, out-of-pocket, general overhead and lost opportunity costs, but not including any expenses for which we have agreed to reimburse you pursuant to any other provisions of this Agreement, such as, by way of example, legal fees and expenses.

14. If, at any time or times prior or subsequent to the date hereof, regardless of whether or not an event of default then exists or any of the transactions contemplated hereunder are concluded, you employ counsel for advice or other representation, or incur legal expenses or other costs or out-of-pocket expenses in connection with: (A) the negotiation and preparation of this Agreement or any document or agreement executed in connection therewith, and any amendment of or modification thereto; (B) any litigation, contest, dispute, suit, proceeding or action (whether instituted by you, us or other person or entity) in any way relating to the Receivables or Inventory, the Loan Agreement or our affairs; (C) any attempt to enforce any of your rights against us or any other person or entity which may be obligated to you by virtue of this Agreement or any other document or agreement executed in connection herewith, including, without limitation, the account debtors; (D) any attempt to collect, sell, liquidate or otherwise dispose of or realize upon the Receivables or Inventory; (E) the filing and recording of all documents required by you to perfect your liens in such collateral, including, without limitation, any taxes incurred because of such filing or recording; or (F) any advance made by you to protect or preserve such collateral or your security interests therein, then, in any such event, the attorneys' fees arising from such services and all expenses, costs, charges and other fees of you or your counsel or relating to any of the events or actions described in this paragraph shall be payable, on demand, by us to you and shall be additional Obligations secured by the Receivables and Inventory.

15. All of the terms and provisions of the Conditions Precedent Agreement dated the date hereof between us and you are hereby incorporated by reference herein, the same as if fully set forth verbatim herein.

16. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original document and all of which taken together shall constitute one and the same instrument.

BOTH PARTIES HERETO WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO TRANSACTIONS UNDER THIS AGREEMENT, OR ANY AMENDMENT OR SUPPLEMENT HERETO.

Very truly yours,

ATTEST:

HARGIS LEASING, INC.

*[Signature]*  
Secretary

By: *Gary W Hargis*  
Title: *Pres.*

Address:

200 Tremon Road  
Gordon, Georgia 31031

Accepted in Atlanta, Georgia on November 22, 1989.

AMSAVE CREDIT CORPORATION

By: *Harold Gink*  
Title: *V.P.*

ACKNOWLEDGMENT

STATE OF GEORGIA                    )  
  )  
COUNTY OF FULTON                )     ss:

On this 22nd day of November, 1989 before me personally appeared, Gary W. Hargis, to me personally known, who being by me duly sworn, says he is the President of Hargis Leasing, Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors,

and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sworn to and subscribed  
before me, this 22nd day  
of November, 1989:



Notary Public

My Commission Expires:

Notary Public, Fulton County, Georgia

My Commission Expires Feb 26, 1993

[NOTARIAL SEAL]

ACKNOWLEDGMENT

STATE OF GEORGIA

)

)

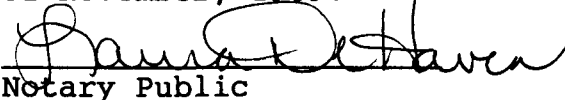
ss:

COUNTY OF FULTON

)

On this 22nd day of November, 1989 before me personally appeared, Harold Combs to me personally known, who being by me duly sworn, says he is the Vice President of AmSave Credit Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sworn to and subscribed  
before me, this 22nd day  
of November, 1989:



Notary Public

My Commission Expires:

Notary Public, Fulton County, Georgia

My Commission Expires Feb. 26, 1993

[NOTARIAL SEAL]

amsave\736.011\3585D

EXHIBIT "A"

Thirty-one (31) 14,000 Gallon Kaolin Slurry Tank Cars, having the following serial numbers:

HARX1045  
HARX1046  
HARX1047  
HARX1048  
HARX1049  
HARX1050  
HARX1051  
HARX1052  
HARX1053  
HARX1054  
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EXHIBIT "B"

Places of Business

200 Tremon Street  
Gordon, Georgia 31031

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EXHIBIT "C"

List of Leases

1. Hargis Leasing, Inc. Railcar Leasing Agreement 890-89, dated as of July 24, 1989, between Hargis Leasing, Inc. and The Georgia Marble Co.

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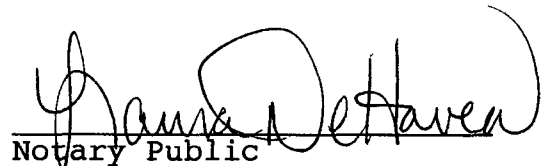
STATE OF GEORGIA

COUNTY OF FULTON

CERTIFICATE OF TRUE COPY

The undersigned, Laura DeHaven, being a Notary Public of the State and County aforesaid, has examined the original Financing and Security Agreement, dated November 22, 1989, between Hargis Leasing, Inc. and AmSave Credit Corporation (the "Financing Agreement") and the copy of the Financing Agreement attached hereto, and the undersigned has found the copy attached hereto to be complete and identical in all respects to the original Financing Agreement.

IN WITNESS WHEREOF, the undersigned has hereto affixed her signature, this 22nd day of November, 1989.

  
Notary Public

My Commission Expires:

Notary Public, Fulton County, Georgia  
My Commission Expires Feb. 26, 1993

[NOTARIAL SEAL]